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Attorneys for Plaintiff Juanita Rodriguez Chavez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JUANITA RODRIGUEZ CHAVEZ, solely in
her representative capacity under the Private
Attorneys General Act of 2004 ("PAGA"),

Plaintiff,

vs.

ALAL, LLC DBA KEI-AI LOS ANGELES
HEALTHCARE CENTER, a California limited
liability company; ASPEN HEALTHCARE
SERVICES, LLC, a California limited liability
company; ASPEN SKILLED HEALTHCARE,
INC, a California corporation; and DOES 1
through 10, inclusive,

Defendants

Case No.: **24STCV24762**

**PAGA REPRESENTATIVE ACTION
COMPLAINT**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.].

DEMAND FOR JURY TRIAL



1 Plaintiff Juanita Rodriguez Chavez (“Plaintiff”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff, solely in her representative capacity under the California Labor Code
6 Private Attorneys General Act of 2004 (“PAGA”), brings this action against Defendants ALAL,
7 LLC dba Kei-Ai Los Angeles Healthcare Center, Aspen Healthcare Services, LLC, Aspen
8 Skilled Healthcare, Inc., and Does 1 through 10 (collectively referred to as “Defendants”) for
9 civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698
10 et seq. stemming from Defendants’ failure to pay minimum wages, failure to pay overtime
11 wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to
12 maintain accurate records of hours worked and meal periods, failure to timely pay all wages to
13 terminated employees, failure to indemnify necessary business expenses, failure to pay all earned
14 wages twice per month, and failure to furnish accurate wage statements.

15 2. All past and present non-exempt, hourly-paid employees of Defendants in
16 California during the applicable statute of limitations period who are or were harmed by
17 Defendants’ illegal practices are “Aggrieved Employees.”

18 3. Plaintiff brings this action against Defendants seeking only to recover penalties
19 on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State
20 of California. Plaintiff does not seek to recover anything other than penalties as permitted by
21 California Labor Code Section 2698 at this time. To the extent that statutory violations are
22 mentioned for wage violations, Plaintiff does not seek underlying general and/or special
23 damages for those violations, but simply penalties as permitted by California Labor Code
24 Section 2698, declaratory relief, and injunctive relief for all aggrieved employees as permitted
25 by the PAGA.

26 4. Defendants own/owned and operate/operated an industry, business, and
27 establishment within the State of California, including Los Angeles County. As such, and
28 based upon all the facts and circumstances incident to Defendants’ business in California,



1 Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial
2 Welfare Commission (“IWC”), and the California Business & Professions Code.

3 5. Despite these requirements, throughout the statutory period Defendants
4 maintained a systematic, company-wide policy and practice of:

- 5 (a) Failing to pay employees for all hours worked, including all minimum
6 wages, and overtime wages in compliance with the California Labor
7 Code and IWC Wage Orders;
- 8 (b) Failing to provide employees with timely and duty-free meal periods in
9 compliance with the California Labor Code and IWC Wage Orders,
10 failing to maintain accurate records of all meal periods taken or missed,
11 and failing to pay an additional hour’s pay for each workday a meal
12 period violation occurred;
- 13 (c) Failing to authorize and permit employees to take timely and duty-free
14 rest periods in compliance with the California Labor Code and IWC
15 Wage Orders, and failing to pay an additional hour’s pay for each
16 workday a rest period violation occurred;
- 17 (d) Failing to indemnify employees for necessary business expenses
18 incurred;
- 19 (e) Willfully failing to pay employees all minimum wages, overtime wages,
20 meal period premium wages, and rest period premium wages due within
21 the time period specified by California law when employment
22 terminates;
- 23 (f) Failing to maintain accurate records of the hours that employees worked;
- 24 (g) Failing to provide employees with accurate, itemized wage statements
25 containing all the information required by the California Labor Code and
26 IWC Wage Orders, and
- 27 (h) Filing to pay all earned wages twice per month.
- 28



6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiff

8. Plaintiff is a California resident that worked for Defendants in the County of Los Angeles, State of California, as a Certified Nurse Assistant since approximately July 2021.

B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant ALAL, LLC dba Kei-Ai Los Angeles Healthcare Center is:

- (a) A California limited liability company with its principal place of business in Laguna Niguel, California.
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Los Angeles County; and
- (c) The former employer of Plaintiff, and the current and/or former employer of the Aggrieved Employees. Defendant ALAL, LLC dba Kei-Ai Los Angeles Healthcare Center suffered and permitted Plaintiff and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.
- (d) At all times relevant herein, Defendants, and each of them, were joint employers of Plaintiff and the Aggrieved Employees.



1 10. Plaintiff is informed and believes, and based upon that information and belief
2 alleges, that Defendant Aspen Healthcare Services, LLC is:

- 3 (a) A California limited liability company with its principal place of
4 business in Laguna Niguel, California.
- 5 (b) A business entity conducting business in numerous counties throughout
6 the State of California, including in Los Angeles County;
- 7 (c) The former employer of Plaintiff, and the current and/or former
8 employer of the Aggrieved Employees. Defendant Aspen Healthcare
9 Services, LLC suffered and permitted Plaintiff and the Aggrieved
10 Employees to work, and/or controlled their wages, hours, or working
11 conditions; and
- 12 (d) At all times relevant herein, Defendants, and each of them, were joint
13 employers of Plaintiff and the Aggrieved Employees.

14 11. Plaintiff is informed and believes, and based upon that information and belief
15 alleges, that Defendant Aspen Skilled Healthcare, Inc., is:

- 16 (a) A California corporation with its principal place of business in Laguna
17 Niguel, California.
- 18 (b) A business entity conducting business in numerous counties throughout
19 the State of California, including in Los Angeles County;
- 20 (c) The former employer of Plaintiff, and the current and/or former
21 employer of the Aggrieved Employees. Defendant Aspen Skilled
22 Healthcare, Inc. suffered and permitted Plaintiff and the Aggrieved
23 Employees to work, and/or controlled their wages, hours, or working
24 conditions; and
- 25 (d) At all times relevant herein, Defendants, and each of them, were joint
26 employers of Plaintiff and the Aggrieved Employees.

27 12. Plaintiff does not currently know the true names or capacities of the persons or
28 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious



1 names. Each of the Doe Defendants was in some manner legally responsible for the damages
2 suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this
3 complaint to set forth the true names and capacities of these Defendants when they have been
4 ascertained, together with appropriate charging allegations, as may be necessary.

5 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
6 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
7 and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
8 California.

9 14. Plaintiff is informed and believes and thereon alleges that at all relevant times
10 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
11 the other employees described in the Aggrieved Employees definitions below, and exercised
12 control over their wages, hours, and working conditions. Plaintiff is informed and believes and
13 thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint
14 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,
15 successor in interest and/or predecessor in interest of some or all of the other Defendants, and
16 was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore
17 such other relationships to some or all of the other Defendants so as to be liable for their conduct
18 with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges
19 that each Defendant acted pursuant to and within the scope of the relationships alleged above,
20 that each Defendant knew or should have known about, and authorized, ratified, adopted,
21 approved, controlled, aided and abetted the conduct of all other Defendants.

22 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

23 15. Plaintiff is a California resident who worked for Defendants in the County of Los
24 Angeles, State of California, as a Certified Nurse Assistant since approximately July 2021.
25 During the statutory period, Defendants classified Plaintiff as non-exempt from California's
26 overtime requirements, and paid Plaintiff an hourly wage.

27 16. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
28 worked (including minimum wages and overtime wages), failed to provide Plaintiff with



1 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
2 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
3 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
4 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
5 Defendants was typical and illustrative.

6 17. Throughout the statutory period, Defendants maintained a policy and practice of
7 not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime
8 wages. For example, in instances where Plaintiff and the Aggrieved Employees earned non-
9 discretionary bonuses and other remuneration, Defendants failed to incorporate all remuneration
10 when calculating the correct overtime rate of pay, meal break premium rate of pay, rest break
11 premium rate of pay, and sick day rate of pay. Additionally, Plaintiff and the Aggrieved
12 Employees regularly worked off-the-clock, without compensation. In maintaining a practice of
13 not paying all wages owed, Defendants failed to maintain accurate records of the hours Plaintiff
14 and the Aggrieved Employees worked.

15 18. Throughout the statutory period, Defendants have wrongfully failed to provide
16 Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants
17 regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive
18 hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period
19 for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for
20 meal periods that were not provided by the end of the fifth hour of work or tenth hour of work.
21 Defendants did not adequately inform Plaintiff and the Aggrieved Employees of their right to
22 take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the
23 end of the tenth hour of work. Moreover, Defendants did not have adequate written policies or
24 practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendants
25 have adequate policies or practices regarding the timing of meal periods. Defendants also did not
26 have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees
27 were taking their required meal periods. For example, Plaintiff and the Aggrieved Employees
28 were required to prioritize urgent work tasks before starting their meal periods or during their



1 meal periods, resulting in late, shortened, or interrupted meal periods. These requirements also
2 meant Plaintiff and the Aggrieved Employees were not relieved of all duty during their meal
3 periods. As a result, Plaintiffs and the Aggrieved Employees were not provided with
4 uninterrupted and complete meal periods. Accordingly, Defendants' policy and practice was to
5 not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California
6 law.

7 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
8 and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods.
9 Defendants sometimes, but not always, required Plaintiff and the Aggrieved Employees to work
10 in excess of four consecutive hours a day without Defendants authorizing and permitting them to
11 take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or
12 major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees
13 for rest periods that were not authorized or permitted. Defendants also did not adequately inform
14 Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants
15 did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and
16 the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the
17 timing of rest periods. Defendants also did not have adequate policies or practices to verify
18 whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further,
19 Defendants did not maintain accurate records of employee work periods, and therefore
20 Defendants cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods
21 during the middle of each work period. Accordingly, Defendants' policy and practice was to not
22 authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance
23 with California law.

24 20. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
25 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
26 Defendants without reimbursement. For example, Plaintiff and the Aggrieved Employees were
27 required to use their personal cell phones and personal laptops for work purposes such as
28 communicating with co-workers and supervisors regarding work-related issues and completing



1 work tasks. Plaintiff and the Aggrieved Employees incurred these expenses as a direct result of
2 performing their job duties for Defendants, and Defendants have failed to indemnify Plaintiff and
3 the Aggrieved Employees for these employment-related expenses.

4 21. Throughout the statutory period, Defendants willfully failed and refused to timely
5 pay Aggrieved Employees at the conclusion of their employment all wages for all minimum
6 wages, overtime wages, meal period premium wages, and rest period premium wages.

7 22. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
8 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
9 rates, and all gross and net wages earned (including correct hours worked, correct wages
10 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
11 were not provided in accordance with California law, correct wages for rest periods that were
12 not authorized and permitted to take in accordance with California law, and Defendant's
13 address). Further, the wage statements do not show Defendant's address as required by
14 California law. As a result of these violations of California Labor Code § 226(a), the Plaintiff
15 and the Aggrieved Employees suffered injury because, among other things:

- 16 (a) the violations led them to believe that they were not entitled to be paid
17 minimum wages, overtime wages, meal period premium wages, and rest
18 period premium wages to which they were entitled, even though they
19 were entitled;
- 20 (b) the violations led them to believe that they had been paid the minimum,
21 overtime, meal period premium, and rest period premium wages, even
22 though they had not been;
- 23 (c) the violations led them to believe they were not entitled to be paid
24 minimum, overtime, meal period premium, and rest period premium
25 wages at the correct California rate even though they were;
- 26 (d) the violations led them to believe they had been paid minimum,
27 overtime, meal period premium, and rest period premium wages at the
28 correct California rate even though they had not been;



- 1 (e) the violations hindered them from determining the amounts of minimum,
2 overtime, meal period premium, and rest period premium owed to them;
3 (f) in connection with their employment before and during this action, and
4 in connection with prosecuting this action, the violations caused them to
5 have to perform mathematical computations to determine the amounts of
6 wages owed to them, computations they would not have to make if the
7 wage statements contained the required accurate information;
8 (g) by understating the wages truly due them, the violations caused them to
9 lose entitlement and/or accrual of the full amount of Social Security,
10 disability, unemployment, and other governmental benefits;
11 (h) the wage statements inaccurately understated the wages, hours, and
12 wages rates to which Plaintiff and the Aggrieved Employees were
13 entitled, and Plaintiff and the Aggrieved Employees were paid less than
14 the wages and wage rates to which they were entitled.

15 Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California
16 Labor Code § 226(e), including actual damages.

17 **FIRST CAUSE OF ACTION**

18 **(Against all Defendants for Civil Penalties Under the Private Attorneys General**
19 **Act of 2004, Cal. Lab. Code § 2698 et seq.)**

20 23. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as
21 though fully set forth herein.

22 24. At all times herein mentioned, Defendants were subject to the Labor Code of the
23 State of California and the applicable Industrial Welfare Commission Orders.

24 25. California Labor Code § 2699(a) specifically provides for a private right of action
25 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
26 law, any provision of this code that provides for a civil penalty to be assessed and collected by
27 the Labor and Workforce Development Agency or any of its departments, divisions,
28 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,



1 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
2 herself and other current or former employees pursuant to the procedures specified in Section
3 2699.3.”

4 26. Plaintiff has exhausted his administrative remedies pursuant to California Labor
5 Code § 2699.3. On June 12, 2024, Plaintiff gave written notice by online filing to the Labor and
6 Workforce Development Agency and by certified mail to Defendants of the specific provisions
7 of the Labor Code that Defendants have violated against Plaintiff and current and former
8 aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid
9 the filing fee. Plaintiff’s PAGA case number is LWDA-CM-1033565-24.

10 27. The statute of limitations is tolled while a plaintiff exhausts his/her administrative
11 remedies with California’s Labor and Workforce Development Agency (LWDA) prior to suit,
12 which is required by the statute. (*See* Cal. Lab. Code § 2699.3(d).)

13 28. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
14 Workforce Development Agency has not indicated that it intends to investigate Defendant’s
15 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
16 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
17 the Labor Code described in this Complaint. These penalties include, but are not limited to,
18 penalties under California Labor Code §§ 210, 226.3, 1197.1, and 2699(f)(2).

19 29. In addition, Plaintiff seeks penalties for Defendants’ violation of California
20 Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including
21 any entity, employing labor who willfully fails to maintain accurate and complete records
22 required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to
23 the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when
24 the employee begins and ends each work period. Meal periods, and total hours worked daily
25 shall also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every
26 employer shall keep total hours worked in the payroll period and applicable rates of pay.

27 30. During the time period of employment for Plaintiff and the Aggrieved
28 Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC

1 Orders by failing to maintain accurate records showing meal periods, and accurate records
2 showing when employees begin and end each work period. Defendants' failure to provide and
3 maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the
4 Aggrieved Employees the ability to know, understand and question the accuracy and
5 frequency of meal periods, and the accuracy of their hours worked stated in Defendants'
6 records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the
7 resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to
8 Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and
9 continue to suffer, substantial losses related to the use and enjoyment of such wages, lost
10 interest on such wages and expenses and attorney's fees in seeking to compel Defendants to
11 fully perform its obligation under state law, all to their respective damage in amounts
12 according to proof at trial. Because of Defendants' knowing failure to comply with the Labor
13 Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also
14 suffered an injury in that they were prevented from knowing, understanding, and disputing the
15 wage payments paid to them.

16 31. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
17 of civil penalties on behalf the State of California, and similarly Aggrieved Employees of
18 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
19 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

20 32. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
21 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
22 any action shall be entitled to an award of reasonable attorney's fees and costs."

23 **PRAYER FOR RELIEF**

24 Plaintiff, on behalf of all similarly Aggrieved Employees, prays for relief and judgment
25 against Defendants, jointly and severally, as follows:

- 26 1. That the Court declare, adjudge and decree that Defendants violated the
27 California Labor Code by failing to pay wages for all hours worked (including minimum,
28 straight time, and overtime wages), failing to provide meal periods, failing to authorize and



1 permit rest periods, failure to indemnify necessary business expenses, failing to furnish
2 accurate wage statements, and failing to maintain accurate records of all hours worked and
3 meal periods;

4 2. An award of civil penalties on behalf of all similarly aggrieved employees
5 pursuant to PAGA;

6 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

7 4. Attorneys' fees and costs reasonably incurred;

8 5. Injunctive and declaratory relief to the extent allowed by PAGA; and

9 6. Such other and further relief that the Court deems proper.
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11 Dated: September 23, 2024

Respectfully submitted,

12 THE SENTINEL FIRM, APC

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14 By:



15 Seung L. Yang
16 Tiffany Hyun
17 Attorneys for Plaintiff
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3 **DEMAND FOR JURY TRIAL**
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Plaintiff demands a trial by jury as to all causes of action triable by jury.

5 Dated: September 23, 2024

THE SENTINEL FIRM, APC

6
7 By:



8 Seung L. Yang
9 Tiffany Hyun
10 Attorneys for Plaintiff
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